

Urbandale Municipal Laborers #353 (Public Works) 7/1/2006 6/30/2009

URBANDALE / MUNICIPAL LABORERS #353 06-09
(PUBLIC WORKS)

AGREEMENT
BETWEEN THE
CITY OF URBANDALE, IOWA
AND THE
MUNICIPAL LABORERS LOCAL #353
July 1, 2006 – June 30, 2009

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AGREEMENT

This Agreement is entered into by the City of Urbandale, hereinafter referred to as the "employer" or "city"; and the Municipal Laborers Local #353, hereinafter referred to as the "union".

ARTICLE I RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of representing full time employees in the following classifications in accordance with the provisions of the Iowa Public Employment Relations Act:

Laborer
Light Equipment Operator
Solid Waste Collection Operator
Heavy Equipment Operator
Equipment Mechanic
Senior Mechanic
Construction Coordinator
Turf Specialist
Facilities Maintenance Laborer
Sewer System Operator I
Sewer System Operator II

ARTICLE II UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining with respect to terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

ARTICLE III COMPLETE AGREEMENT AND WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which result in this agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject

covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically modified in this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary functions of municipal managements, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include but are not limited to:

- 1) Direct the work of its public employees
- 2) Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency
- 3) Suspend or discharge public employees for proper cause
- 4) Maintain the efficiency of governmental operations
- 5) Relieve public employees from duties because of lack of work or for other legitimate reasons
- 6) Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted
- 7) Take such actions as may be necessary to carry out the mission of the public employer
- 8) Initiate, prepare, certify and administer the budget
- 9) Exercise all powers and duties granted to the public employer by law

ARTICLE V DUES CHECK OFF

The employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly union dues for each employee who completes and signs the authorized dues check-off form approved by the Employer. Any employee may terminate the dues check-off authorization at any time upon thirty (30) days written notice to the Employer.

The aggregate deductions from all employees shall be remitted to the Union within a reasonable length of time after such deductions are made, but no more than twenty-one (21) days.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the Employer as a result of any action it takes or does not take under the provisions of this article.

ARTICLE VI UNION REPRESENTATION

The Union may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The Committee shall not exceed two (2) in number with up to one (1) designated alternate.

The names of such committee members and alternate shall be transmitted in writing to the City Manager. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. A committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

ARTICLE VII HOURS

Section A. Normal Work Week

The normal work week shall consist of five (5) consecutive days, each including eight (8) hours of work. Specific work schedules, including days and hours, will be issued by the appropriate department directors.

Section B. Lunch Period

All employees shall be allowed an unpaid lunch period which shall be scheduled generally in the middle of the work shift. Lunch periods shall be scheduled as to time and duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes nor more than one (1) hour.

All employees shall be entitled to one (1) fifteen (15) minute rest break during the first four (4) hours of their work schedule and one (1) fifteen (15) minute rest break during the following four (4) hours of their work schedule.

ARTICLE VIII OVERTIME COMPENSATION

Overtime is all time properly authorized and worked in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work, as described below, for an employee.

This means that overtime will be paid for any one-quarter (1/4) hour increments worked over eight (8) hours per day or forty (40) hours per week.

All overtime work shall be held to a minimum consistent with efficient operations and provisions of essential services. However, when overtime work is required, each employee is expected to accept and work such assignments. Permanent employees shall normally be given preference in overtime assignments. In all cases, however, overtime assignments will be made in such a way that the functions of the City service will be most effectively completed. All compensable overtime must be performed by the direction of the department director or his/her authorized representative.

Overtime Credit May Not Be Accrued Without Such Authorization

Employees shall be compensated at the discretion of the department director either by compensatory time off or by cash for all overtime work as described above except that each employee may accumulate up to eighty (80) hours of compensatory time prior to being required to accept cash payment for such "C" time. Such compensation shall be at the rate of one and one-half (1½) times the employee's normal hourly rate of pay. Employees who have accumulated compensatory ("C") time may request and schedule such time off with the prior approval of their supervisor. All such requests for "C" time off will be considered, however 48 hours or more advance notice shall be the usual requirement. If an employee has accumulated eighty (80) hours or more of "C" time, his/her department director may direct that employee to schedule time off to reduce the total to eighty (80) hours within the next thirty (30) days. Such "C" time may be used in increments of one-half (1/2) hour or more.

Work on Sunday

If an employee is required to work on Sunday and if such Sunday is not a regularly scheduled work day, the employee shall be compensated, at the discretion of the department director, either by compensatory time or by cash at double the normal rate of pay for all such time worked.

ARTICLE IX
SETTLEMENT OF DISPUTES

A grievance is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employees involved. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievance must be presented at the first (1st) step of the procedure within five (5) working days of the incident giving rise to the complaint.

- STEP I The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within five (5) working days.
- STEP II If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step I answer, present the written grievance to the Department Director, who shall respond within five (5) working days.
- STEP III If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step II answer, present the written grievance to the City Manager, who shall respond within fifteen (15) working days.
- STEP IV If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step III, or if no decision has been timely made, said grievance may be submitted to arbitration by submitting written notice to the City Manager. Such notice shall specify the section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties. The arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Urbandale, Iowa.

The arbitrator's fee and expense shall be shared equally by the employer and the union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. All written grievances must be signed by the affected employees. Employees are entitled to representatives of their own choosing at all steps in the grievance procedures.

When necessary in investigating and settling grievances, employees and their representatives, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust the work schedule.

Any time limit contained in this Article may be extended by written mutual agreement by the Union and the City.

ARTICLE X VACATIONS

All regular full-time employees shall earn vacation on a yearly basis at the following rates which reflect longevity in City service:

Accrual

- 1) One day per month up to a maximum of ten days per year for the first seven years of service. Employees will be granted three weeks (fifteen days) vacation after seven years of consecutive employment; four weeks (twenty days) after fourteen years of consecutive employment; and five weeks (twenty-five days) after twenty years of consecutive employment.
- 2) Upon the respective anniversary date at each new level of vacation accrued, the employee will receive forty (40) hours added to their current vacation balance and shall then continue to accrue vacation time at their new rate. An employee who enters the employ of the City on or prior to the fifteenth day of the month shall earn vacation for that month. Vacation time shall not be accumulated or carried over to another vacation year, except by prior written approval of the City Manager.

Usage

The taking of vacation time shall be during the calendar year, for vacation time earned the previous calendar year. No vacation leave may be taken by an employee until he has been in continuous service of the City for a period of six (6) full months. Departments will schedule such vacation leaves with regard to the department's operating requirements and responsibilities, and insofar as possible with the request of the employees. The City Manager has final authority in granting vacation requests. Vacation leave shall not be granted in units of less than one-half (1/2) day, and generally speaking should be taken in blocks of one (1) week. No employee shall be permitted to waive such leave for the purpose of receiving double pay. In the event one or more municipal holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays shall be granted which fall during terminal vacation or unpaid leaves of absence. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of his termination, provided he has been in the continuous service of the City for at least six (6) full months and has given a two (2) weeks written notice to his Department Director.

ARTICLE XI LEAVES OF ABSENCE

Sick Leave

All full time employees shall earn sick leave at the rate of one (1) day for each calendar month of service. Sick leave shall be allowed in case of actual personal sickness or disability and may also be used for dental, optical, or physical examinations and consultation with physicians when approved in advance by the employee's supervisor. Such sick leave shall be charged on an hour for hour basis and be paid at the employee's regular hourly rate of pay.

In order to receive compensation, the employee must notify his/her immediate supervisor prior to the time set for beginning work. All sick leave shall be approved by the Department Director and the City Manager. Sick leave may be accumulated from year to year up to a maximum limit of eleven hundred (1,100) hours.

In individual cases, when there is sufficient reason to believe the employee may be abusing the sick leave privilege, the employee will be warned verbally. If the pattern continues, the employee will be advised in writing that all future absences must be supported by an acceptable medical certificate.

Employees injured on the job or in the line of duty shall not have time off charged against accrued sick leave. Employees will be paid full salary, less the amount of workmen's compensation, paid up to six (6) months.

An employee who enters the employ of the City before the sixteenth day of the month or who leaves the employ of the City after the fifteenth day of the month shall earn leave for that month.

No payment for unused sick leave credit shall be made upon separation from City employment, except in cases of retirement or death of a permanent employee. If an employee's retirement meets the requirements of the applicable Federal and State statutes, or upon his/her death, the employee shall be paid 25 percent (25%) of his/her daily salary rate at the date of retirement or death for each full day of unused sick leave credit the employee has accrued.

Emergency Leave

- A) Immediate Family - In case of serious illness or injury of an emergency nature in the immediate family, a permanent employee shall be granted a leave of absence with pay up to one (1) calendar day by the City Manager. "Immediate Family" is defined as wife, husband, child or parent. Serious illness or injury of an emergency nature refers to an urgent or life-threatening condition during the first twenty-four (24) hours of the condition. Thus, such leaves are limited to eight (8) hours away from regular work time. However, these events do not include the day of a scheduled operation or outpatient testing involving serious medical conditions.
- B) Extension - The City Manager may, at his discretion, grant an additional one (1) day leave in instances where extensive travel or other circumstances warrant.
- C) Emergency leave is not charged against an employee's sick leave balance.

Funeral Leave

- A) Immediate Family - In case of death in the immediate family, a permanent employee shall be granted a leave of absence with pay up to five (5) calendar days by the City Manager. "Immediate Family" is defined as wife, husband, child or parent.

- B) Family - In case of death in the "family", a permanent employee shall be granted a leave of absence with pay up to two (2) calendar days by the City Manager. "Family" is defined as mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren and any other relatives living in the same household. The City may, at its discretion, require proof of funeral and/or relationship.
- C) Extension - The City Manager may, at his discretion, grant an additional two (2) days leave in instances where extensive travel or other circumstances warrant.
- D) Funeral leave is not charged against an employee's sick leave balance.

Family Sick Leave

This time is charged against the employee's sick leave balance and may be used in instances of caring for a spouse or child the first few days after hospitalization or to care for a child the first day of an illness when the child cannot attend school or day care. This leave is limited to forty (40) hours per year.

Routine (Scheduled) Doctor and Dentist Appointments

Such scheduled appointments are to be limited to two (2) hours away from work when the employee is accompanying an immediate family member. When the appointment is for the employee, reasonable effort should be made to schedule the appointment so that no more than two (2) hours are required; however, the two (2) hour limit is not applicable to the employee's appointment. All such leave time is charged against the employee's sick leave balance.

General

The City Manager may grant an employee leave of absence without pay if in his opinion such leave will service the best interest of the City. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time the leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or after five (5) days after notice to return to duty, shall be cause for discharge. Sick leave or vacation benefits do not accrue during a leave without pay. All paid leaves of absence shall be counted as time worked for purposes of computing benefits and overtime provisions.

Jury Duty

Every employee who is called or required to serve as a trial juror or as a witness arising out of his employment with the City, for the Federal Government, State of Iowa, or a political subdivision thereof, shall be entitled to absent himself from his duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his regular pay and any compensation received by him, except travel, food or lodging compensation for such duty.

Injury Leave

- A) Accident Reports - When an employee of the City suffers injury in the line of duty, a report of such accident shall be made immediately to the City Manager, or the head of the department in which such individual is employed. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- B) Leave - Leave of absence with pay shall be granted permanent employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of duty.

During such leave, the City shall pay such employee his full pay, for regularly scheduled hours, either as direct payment from salary funds or as workmen's compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which such employee would have received for such period of his regular rate of pay.

Such injury leave shall not be charged against the employee's sick leave or vacation benefits. The City reserves the right to designate the attending physician in injury cases.

Such leave may extend for six (6) months unless it is determined by competent medical authority, approved by the City Manager, that the employee can return to duty.

An employee who fails to report within twenty-four (24) hours any injury, however minor, to his foreman, or supervisor, and to take such first aid or medical treatment as determined by competent medical authority, shall not be eligible for injury leave as outlined above.

ARTICLE XII PROBATIONARY PERIOD

Original Appointments. All original appointments shall be subject to a probationary period of six (6) months, during which time an employee may be evaluated, as to his work habits and ability. At the completion of the 3rd and 5th month, a personal evaluation must be processed and the employee notified of any needed improvements. Employees who complete the six months period will be granted permanent status. A probationary employee may be terminated at any time for any reason without any right of appeal.

Promotional Appointments. All promotional appointments shall be subject to a probationary period of ninety (90) days. Any employee who fails to qualify during this period will be reinstated to his/her former position and pay range.

ARTICLE XIII HOLIDAYS

The following paid holidays shall be observed:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- December 24th or last working day prior to Christmas
- Christmas Day
- 1/2 Day December 31st or last working day prior to New Years Day
- Employee's Birthday (to be taken on or after the birthday*)
- One Day as designated by the City Council
- 1/2 Day of Personal Leave: Each employee shall be granted four (4) hours of personal leave with regular pay. (Five (5) hours for Refuse Personnel)

* Employees will be paid premium time for work on his/her birthday only if the day was previously requested off and approved but then denied within the forty-eight (48) hour period preceding the birthday.

Employees who are required to work on a designated holiday shall be compensated at double the normal hourly rate of pay either by cash or compensatory time off, at the discretion of the City Manager. Such payment shall be in addition to the regular Holiday pay of eight (8) hours at straight time rates. (Ten (10) hours for Refuse Personnel.)

When a recognized holiday falls on Saturday it shall be observed on the preceding Friday. When a recognized holiday falls on Sunday it shall be observed on the following Monday. Refuse collection personnel assigned to a four (4) day work week shall not be denied holidays occurring on Fridays but shall be allowed to observe the holiday on some other day to be designated by the City.

ARTICLE XIV INSURANCE

Medical. The current "basic" or "indemnity" plan will be eliminated and no longer an option for employee selection after August 1, 2006. The current PPO option (Plan A) will remain available with no changes to the present benefit package. Plan A will continue to provide a benefit package which includes \$100/\$200 deductibles, maximum out of pocket \$500/\$1,000, office co-pays of \$5 and prescription drug coverage reimbursed at 80% after meeting deductibles. For family coverage, this option will require the employee to contribute toward the monthly premium at a rate of \$10/month during the first year, \$15/month during the second year and \$20/month during the third year of the Agreement. Employees opting for this plan will not receive any HRA contribution from the City.

A new PPO option (Plan B) will become available August 1, 2006 and will provide a benefit package which will include larger deductibles, \$500/\$1,000; greater maximum out of pocket \$1,000/\$2,000; office visit co-pays of \$15; and Rx coverage of \$10 generic, \$25 preferred and \$40 for brand name. For family coverage, this option will require the employee to contribute toward the monthly premium at a rate of \$5/month each of the first two years and \$10/month during the third year of the Agreement. In addition, the employees opting for Plan B will receive a contribution to a Health Reimbursement Account (HRA) of \$400 each year of the Agreement. The current \$240 Flexible Spending Account (FSA) will be eliminated and the \$240 will be added to the HRA for an annual contribution total of \$640 to the employee's HRA. The PPO Option B is consistent with the benefit package which was suggested (by consensus) by the Health Insurance Review Committee in conjunction with the Frank Berlin and Associates representatives.

The City will continue to provide single coverage under both Plan A and Plan B at no cost to the employee.

The Union recognizes that the cost of medical insurance concerns the City, and that the City may explore coverage alternatives and may provide such coverage at current levels through a comprehensive or other insurance plan during the term of this Agreement.

An employee on an unpaid leave of absence may elect to continue insurance coverage during such leave at his/her own expense by tendering the appropriate monthly premium(s) to the City Treasurer one (1) month in advance of due dates. In the event an employee retires between the ages of 62 and 65 or is disabled at any age due to illness or injury and cannot work (verified by a medical doctor appointed at the discretion of the City) such employee shall have his/her monthly City medical insurance premiums paid by the City on the basis of one (1) month's premium for each full calendar year of continuous service with the City.

Life. The City will provide regular term life insurance coverage for the employee in the face amount of \$10,000.

Dental. The City will provide payment of up to \$20.00 per month toward the monthly premium for employee only coverage for an 80/20 conventional dental insurance program. Each employee may, at their own option, add family coverage at their own expense.

ARTICLE XV DISCIPLINARY ACTIONS

Both parties of this Agreement recognize that disciplinary action is occasionally necessary for the efficiency of the operation. Therefore, these penalties for infractions of the rules and regulations have been agreed upon as follows:

Causes for Action - Causes for disciplinary action may include, but are not limited to the following:

- a. Incompetency, inefficiency, or negligence in the performance of duty.
- b. Activity which has been determined to be incompatible with his/her employment.
- c. Chronic physical or mental incapacity to perform the work of the position.
- d. Insubordination, constituting a serious breach of discipline.
- e. Disgraceful conduct.
- f. Unauthorized absence or abuse of leave privileges.
- g. Acceptance of any valuable consideration given to influence the employee in the performance of his duty.
- h. Falsification of any application or of any City record.
- i. Use of his official position for personal advantages.
- j. Prohibited political activity as provided by State law.
- k. Willful violation of the provisions of law or of these rules.
- l. Violation of written departmental rules.

Warning and Reprimand - Whenever employee performance falls below the required level, or when an employee's conduct falls below an acceptable standard, his supervisor shall inform him promptly and specifically of such lapses. If appropriate and justified following a discussion of the matter between the employee and his immediate supervisor, a reasonable time for improvement or correction may be allowed before any further disciplinary action is dictated. In situations where an oral warning has not resulted in the correction of the condition or when more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder.

All written warnings and/or reprimands will be removed from an employee's personnel folder upon the successful completion of a full two (2) years of employment completely free from any additional warnings and/or reprimands.

Suspension - In those cases where one or more written reprimands has not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by his department director with the approval of the City Manager, for a period not to exceed thirty (30) calendar days.

Demotion or Dismissal - When other forms of disciplinary action have been ineffective, or where the seriousness of the offense or condition warrants it, the City Manager may demote or dismiss the employee for any cause or causes listed above.

ARTICLE XVI WORK RULES

The employer may from time to time adopt new and/or publish changes in existing department work rules and regulations. All employees shall comply with all such work rules and regulations. The Union will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, such new rules will be published and posted at least five (5) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

ARTICLE XVII
HEALTH AND SAFETY MATTERS

Employees shall observe and follow all regulations established by the Employer for the protection of life, health, and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with these provisions will result in non-payment of related medical services from the Employer.

Each employee in the Unit, except as provided below, shall be reimbursed up to \$500 per year, with proof of purchase, for work related clothing including safety shoes/boots. Current employees may continue the "old" program including cleaning services. However, once such employee(s) opts for the new \$500 program they may not revert back to the "old" provision. All new hires after July 1, 2006 shall participate in the new program. Mechanics shall always have their option of the two programs. All shirts shall properly display the City of Ubandale logo and Parks employees shall wear only green or black shirts. They will wear appropriate safety vests when working in vehicular traffic areas. Public Works employees shall wear orange or lime green shirts.

In the event an employee has prescription safety glasses which are damaged or destroyed in a work related accident, the City shall pay up to \$100 for repair or replacement of the glasses.

ARTICLE XVIII
NO STRIKE-NO LOCKOUT

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. Any employee who violates any provisions of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any "lock-out" activity of the employees in this unit.

ARTICLE XIX
USE OF BULLETIN BOARDS

The City will provide reasonable space, for official Union business, on each bulletin board in each work area of the unit.

Use of the boards shall be limited to five (5) general types of notices:

- (1) Listing of Union officers and officials
- (2) Union meetings
- (3) Union elections
- (4) Union recreational and social events
- (5) Union educational notices

ARTICLE XX
PROMOTIONAL AND TRANSFER PROCEDURES

All vacancies occurring in existing permanent job positions or new permanent job positions shall be posted on the bulletin board for five (5) work days. Employees interested shall apply on a form provided by the City during the posting period. Such posting shall be made within five (5) working days from the day the position becomes vacant.

It is provided, however, that when such a vacancy occurs and it is determined that there is no longer a need to have the work of that particular job position performed on the same basis, there shall be no obligation on the part of the City to post for bidding such vacancy. In such instances, the City will notify the Union of the decision not to fill the vacancy within five (5) working days from the day the position becomes vacant.

When filling a vacant position, consideration will be given to a candidate's ability, aptitude and previous work record. If the candidates are equal in these areas, and meet the minimum qualifications for the position, then seniority will be the determining factor for filling the vacancy.

ARTICLE XXI
REDUCTION IN FORCE

Section A. Procedures for Staff Reduction

Whenever it becomes necessary for the employees of a specific classification to be laid off because of lack of work, lack of funds, or reorganization, the order of layoff shall be as follows:

- (1) Temporary appointees
- (2) Provisional Employees
- (3) Probationary employees
- (4) Permanent employees in reverse order of their seniority (Date of last hire)

Section B. Procedures

- (1) An employee in a class and position designated for layoff shall be given the opportunity to fill vacancies in the same class in the department or to revert to a vacant position in a class in which he/she previously held permanent status. If the employee is assigned to a lower pay grade, he/she shall suffer no loss of regular pay but will be frozen at the then current rate of pay and shall receive no future pay increases until the newly assigned pay range catches up with the employee's frozen rate of pay.
- (2) If no vacancies exist, the employee whose position is designated for elimination shall be eligible for transfer to displace the employee with least seniority in the department or in the City service in the class in which he/she has seniority or in a lesser class, providing he/she has the qualifications and ability to perform the job.
- (3) When no vacancies exist, the aforementioned procedure shall result in the employee with the least seniority in the City service in the class affected being laid off.

Section C. Recall

- (1) The names of permanent and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff.
- (2) Such persons shall be eligible for re-employment in reverse order of layoff in the class from which they were removed for a period of three (3) years, provided that they are still qualified and able to perform the job.

ARTICLE XXIV
FLEXIBLE BENEFIT PLAN

The City will offer a Flexible Benefit Cafeteria Plan which is available to management and supervisory employees of the City of Urbandale, as administered by Iowa Benefits, Inc. Each employee will be required to attend a mandatory information meeting and, if the employee elects not to participate, will be required to sign a waiver of non-participation.

Effective August 1 the City will contribute \$240 to each employee's Flexible Spending Account (FSA).

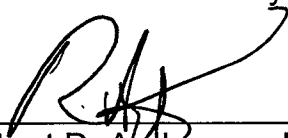
ARTICLE XXV
DURATION OF AGREEMENT

This Agreement shall be in full force and effect beginning July 1, 2006 through June 30, 2009.

ARTICLE XXVI
SAVINGS

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudicated unlawful or unenforceable.

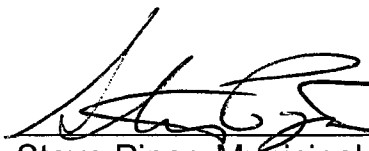
Effective Date July 1, 2006



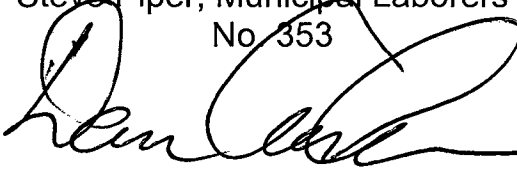
Robert D. Andrew, Mayor



Robert Layton, City Manager



Steve Piper, Municipal Laborers
No. 353



Committee Member



Committee Member

Solid Waste Collection Personnel Addendum

Article I Hours

Section A. Normal Work Week

The normal work week for Solid Waste Collection personnel shall consist of four (4) consecutive days, Monday through Thursday, each including ten (10) hours of work, or forty (40) hours per week.

Section B. Lunch Period

Solid Waste Collection personnel shall be allowed a thirty (30) minute paid lunch period which shall be scheduled generally in the middle of the work shift.

Section C. Rest Breaks

Solid Waste Collection personnel shall be entitled to one (1) fifteen (15) minute rest break during the first one-half of their regular work schedule and one (1) fifteen (15) minute rest break during the second one-half of their regular work schedule.

Article II Overtime Compensation

Overtime is all time properly authorized and worked in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled hours of work.

Solid Waste Collection personnel shall, at the discretion of the City, be paid cash or receive compensatory time for overtime for any one-quarter (1/4) hour increments worked over ten (10) hours per day or forty (40) hours per week.

Article III Vacation Accrual

Solid Waste Collection personnel shall accrue one (1) ten (10) hour day per month up to a maximum of eighty (80) hours (two weeks) per year for the first seven years of service. These employees will be granted three (3) weeks (120 hours) vacation after seven years of consecutive employment; four (4) weeks (160 hours) after fourteen years of consecutive employment; and five (5) weeks (200 hours) after twenty years of consecutive employment.

Article IV
Leaves of Absence

In each instance that Article XI of this contract refers to "day" or "days", this shall mean a ten (10) hour period of time for Solid Waste Collection Personnel.

Article V
Holidays

The following paid holidays shall be observed:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- December 24th or last working day prior to Christmas
- Christmas Day
- ½ day December 31st or last working day prior to New Years Day
- Employee's Birthday (to be taken on or after the birthday*)
- One Day designated by the City Council
- ½ Day of Personal Leave (5 hours)

* Employees will be paid premium time for work on his/her birthday only if the day was previously requested off and approved but then denied within the forty-eight (48) hour period preceding the birthday.

Employees who are required to work on a designated holiday shall be compensated at double the normal hourly rate of pay either by cash or compensatory time off, at the discretion of the City Manager. Such payment shall be in addition to the regular Holiday pay of ten hours at straight time rates.

When a recognized holiday falls on Saturday it shall be observed on the preceding Thursday. When a recognized holiday falls on Sunday it shall be observed on the following Monday.

Refuse collection personnel assigned to a four (4) day work week shall not be denied holidays occurring on Fridays but shall be allowed to observe the holiday on some other day to be designated by the City.

Article VI
Safety Shoe Reimbursement

Solid Waste Collection personnel shall be entitled to be reimbursed up to \$225 per year for the purchase of Safety Shoes, Boots, Rubber Boots and related items.

APPENDIX A

Effective July 1, 2006

		Hire	6 Months	1 Year	2½ Yrs.
Range 10	Laborer	\$35,632	\$36,312	\$37,010	\$39,007
Range 14	Light Equipment Operator Sewer System Operator I Facilities Maintenance Laborer	38,661	39,408	40,168	
Range 14A	Solid Waste Collection Operator	42,165	42,991	43,823	
Range 15	Equipment Mechanic	42,650	43,607	44,571	
Range 16	Heavy Equipment Operator Senior Mechanic Turf Specialist Sewer System Operator II	43,607	44,571	45,537	
Range 17	Construction Coordinator	45,537	46,490	47,438	

All newly hired employees will normally be appointed at the first step of the appropriate salary range and will be eligible for step increases after each six (6) months of service until reaching the top of their salary range. However, for the Range 10 Laborer position, employees will be eligible for the top step in the range after thirty (30) months of service and a standard evaluation with a score of seven (7) or better.

APPENDIX B

Effective January 1, 2007

		Hire	6 Months	1 Year	2½ Yrs.
Range 10	Laborer	\$36,345	\$37,038	\$37,750	\$39,787
Range 14	Light Equipment Operator Sewer System Operator I Facilities Maintenance Laborer	39,434	40,196	40,971	
Range 14A	Solid Waste Collection Operator	43,008	43,851	44,699	
Range 15	Equipment Mechanic	43,503	44,479	45,462	
Range 16	Heavy Equipment Operator Senior Mechanic Turf Specialist Sewer System Operator II	44,479	45,462	46,448	
Range 17	Construction Coordinator	46,448	47,420	48,387	

All newly hired employees will normally be appointed at the first step of the appropriate salary range and will be eligible for step increases after each six (6) months of service until reaching the top of their salary range. However, for the Range 10 Laborer position, employees will be eligible for the top step in the range after thirty (30) months of service and a standard evaluation with a score of seven (7) or better.

APPENDIX C

Effective July 1, 2007

		Hire	6 Months	1 Year	2½ Yrs.
Range 10	Laborer	\$37,617	\$38,334	\$39,071	\$41,180
Range 14	Light Equipment Operator Sewer System Operator I Facilities Maintenance Laborer	40,814	41,603	42,405	
Range 14A	Solid Waste Collection Operator	44,513	45,386	46,263	
Range 15	Equipment Mechanic	45,026	46,036	47,053	
Range 16	Heavy Equipment Operator Senior Mechanic Turf Specialist Sewer System Operator II	46,036	47,053	48,074	
Range 17	Construction Coordinator	48,074	49,080	50,081	

All newly hired employees will normally be appointed at the first step of the appropriate salary range and will be eligible for step increases after each six (6) months of service until reaching the top of their salary range. However, for the Range 10 Laborer position, employees will be eligible for the top step in the range after thirty (30) months of service and a standard evaluation with a score of seven (7) or better.

APPENDIX D

Effective July 1, 2008

		Hire	6 Months	1 Year	2½ Yrs.
Range 10	Laborer	\$38,934	\$39,676	\$40,438	\$42,621
Range 14	Light Equipment Operator Sewer System Operator I Facilities Maintenance Laborer	42,242	43,059	43,889	
Range 14A	Solid Waste Collection Operator	46,071	46,975	47,882	
Range 15	Equipment Mechanic	46,602	47,647	48,700	
Range 16	Heavy Equipment Operator Senior Mechanic Turf Specialist Sewer System Operator II	47,647	48,700	49,757	
Range 17	Construction Coordinator	49,757	50,798	51,834	

All newly hired employees will normally be appointed at the first step of the appropriate salary range and will be eligible for step increases after each six (6) months of service until reaching the top of their salary range. However, for the Range 10 Laborer position, employees will be eligible for the top step in the range after thirty (30) months of service and a standard evaluation with a score of seven (7) or better.